



County of Los Angeles
CHIEF ADMINISTRATIVE OFFICE

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DAVID E. JANSSEN
Chief Administrative Officer

April 4, 2006

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

Dear Supervisors:

**APPROVAL OF NEGOTIATED REOPENER PROVISIONS
TO THE MEMORANDA OF UNDERSTANDING FOR
BARGAINING UNIT #612 – SUPERVISORY PEACE OFFICERS
(3-VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve Amendment No. 3 to the MOU for the Supervisory Peace Officers employee representation Unit 612.
2. Approve related changes for non-represented peace officers, as described herein.
3. Adopt the accompanying ordinance amending Title 5 and Title 6 of the Los Angeles County Code to implement the changes recommended herein.

PURPOSE OF THE RECOMMENDED ACTION

Negotiations under provisions for a contract re-opener for bargaining unit 612 have been completed. The accompanying amendment is the parties' joint recommendation to extend the term of the MOU, implement negotiated salary increases, salary structure modifications and other changes to address operational issues.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommended action supports the County's Strategic Plan Goal of Workforce Excellence by correctly reflecting the terms of the MOU.

FISCAL IMPACT

The provisions of the amendment are within the parameters established by your Board. The County's pension actuary, Buck Consultants, has advised that the proposed salary

adjustments exceed LACERA's current assumptions regarding salary inflation. However, when taken in conjunction with salary adjustments granted to these and other County employees over the last three years, the proposed adjustments will have no negative impact on the funded status of the retirement system.

FACTS AND PROVISIONS

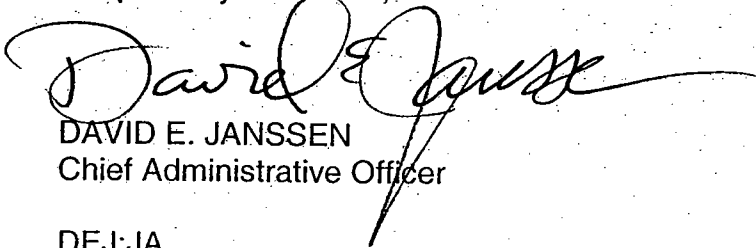
Amendment No. 3 to the Unit 612 MOU extends the term to January 31, 2009. Amendment No. 3 also provides a manpower shortage adjustment of 3% (12 levels) on April 1, 2006; salary increases of 4% (16 levels) effective October 1, 2006; 3% (12 levels) effective August 1, 2007; and 3% (12 levels) effective August 1, 2008. To retain more experienced members of the bargaining unit, an additional step (5.5% - 22 levels) will be implemented April 1, 2007.

It is also recommended that non-represented safety employees on standardized salary schedules in the District Attorney and Sheriff Departments receive a manpower shortage adjustment of 3% (12 levels) on April 1, 2006; salary increases of 4% (16 levels) effective October 1, 2006; 3% (12 levels) effective August 1, 2007; 3% (12 levels) effective August 1, 2008; and an additional step (5.5% - 22 levels) effective April 1, 2007. Equivalent adjustments on the same dates are also recommended for non-represented safety employees in the District Attorney and Sheriff who are participants in the Management Appraisal and Performance Plan (MAPP) and who have received a performance rating of "Merit Performance" or better.

CONCLUSION

The accompanying MOU amendment and ordinance have been approved as to form by County Counsel.

Respectfully submitted,



DAVID E. JANSSEN
Chief Administrative Officer

DEJ:JA
PDC:rld

Attachments

c: Executive Officer, Board of Supervisors
County Counsel
Auditor-Controller

AMENDMENT NO. 3
MEMORANDUM OF UNDERSTANDING
FOR JOINT SUBMISSION
TO THE BOARD OF SUPERVISORS
REGARDING THE
SUPERVISORY PEACE OFFICERS
EMPLOYEE REPRESENTATION UNIT

THIS AMENDMENT NO. 3 TO MEMORANDUM OF UNDERSTANDING made and entered into this 4th day of April, 2005.

BY AND BETWEEN

Authorized Management Representative
(hereinafter referred to as
"Management") of the County of Los
Angeles (hereinafter referred to as
"County")

Professional Peace Officers Association
(hereinafter referred to as "PPOA" or
"Union").

WHEREAS, on the 10th day of May, 2005, the parties entered into a Memorandum of Understanding regarding the Supervisory Peace Officers Representation Unit, which Memorandum of Understanding was subsequently approved and ordered implemented by the County's Board of Supervisors; and

WHEREAS, as a result of mutual agreement, the parties desire to amend the MOU as set forth hereafter:

NOW, THEREFORE, the parties agree as follows:

1. Amend Article 5 – Term; to reflect an extension of the term of the MOU as appended hereto.
2. Amend Article 6 – Renegotiation; to reflect revisions necessary to correspond with an extension of the term of the MOU as appended hereto.
3. Amend Article 7 – Salaries; to reflect negotiated salary increases and salary structure changes as appended hereto.
4. Amend Article 9 – Uniforms; to provide a uniform allowance consistent with an extended contract term as appended hereto.
5. Amend Article 11 – Acting Capacity; to delete 90-day acting capacity for Intent-to-Promote Sergeants and Lieutenants as appended hereto.
6. Amend Appendix E – Court Time for Employees to reflect minimum overtime compensation for Must Appear Subpoenas as appended hereto.
7. This Amendment No. 3 to said Memorandum of Understanding constitutes a mutual recommendation to be jointly submitted to the County's Board of Supervisors and this Amendment No. 3 will be effective when and if approved by said Board of Supervisors in the same manner provided in

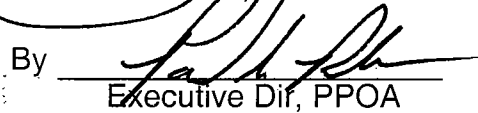
Article 4, which was applicable to the implementation of the original Memorandum of Understanding.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Amendment No. 3 the day, month and year first above written.

PROFESSIONAL PEACE OFFICERS
ASSOCIATION (PPOA)

COUNTY OF LOS ANGELES
AUTHORIZED MANAGEMENT
REPRESENTATIVES

By 
President, PPOA

By 
Executive Dir, PPOA

By 
Chief Administrative Officer

By _____
District Attorney

By _____
Sheriff

ARTICLE 5 TERM

The term of this Memorandum of Understanding shall commence on the date when the terms and conditions for its effectiveness, as set forth in Article 4, Implementation, are fully met, but in no event shall said Memorandum of Understanding become effective prior to 12:01 a.m., February 1, 2005. This Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 midnight on January 31, 2009.

ARTICLE 6 RENEGOTIATION

In the event either party hereto desires to negotiate the provisions of a successor Memorandum of Understanding, such party shall serve upon the other, its request to commence negotiations, as well as its initial written proposals for such successor Memorandum of Understanding no later than September 15, 2008.

Negotiations shall begin no later than October 15, 2008. If full and entire agreement on the terms of a successor Memorandum of Understanding is not reached by November 30, 2008, an impasse shall be automatically declared on those issues which remain in dispute unless the parties mutually agree to continue negotiations.

ARTICLE 7 SALARIES

Section 1 Recommended Salary Adjustment

The parties agree jointly to recommend to County's Board of Supervisors that said Board adopt and implement the following salaries applicable to employees in the Unit on the effective dates indicated:

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
2719	LIEUTENANT	CURRENT		101E	6543.73	8129.36
		04/01/2006		102F	6740.18	8373.18
		10/01/2006		103L	7010.91	8709.73
		04/01/2007	NW	103L	7010.91	9195.55
		08/01/2007	NW	105A	7221.00	9471.00
		08/01/2008	NW	106B	7438.55	9755.36
2894	LIEUTENANT, DA	CURRENT		101E	6543.73	8129.36
		04/01/2006		102F	6740.18	8373.18
		10/01/2006		103L	7010.91	8709.73
		04/01/2007	NW	103L	7010.91	9195.55
		08/01/2007	NW	105A	7221.00	9471.00
		08/01/2008	NW	106B	7438.55	9755.36
2717	SERGEANT	CURRENT		95A	5506.00	6840.00
		04/01/2006		96B	5671.18	7045.55
		10/01/2006		97G	5900.27	7329.55
		04/01/2007	NW	97G	5900.27	7738.55
		08/01/2007	NW	98H	6077.36	7970.82
		08/01/2008	NW	99J	6259.91	8209.73
2891	SUPVG INVESTIGATOR, DA	CURRENT		97A	5813.00	7221.00
		04/01/2006		98B	5987.91	7438.55
		10/01/2006		99G	6229.18	7738.55
		04/01/2007	NW	99G	6229.18	8169.55
		08/01/2007	NW	100H	6416.09	8414.45
		08/01/2008	NW	101J	6608.45	8667.18

Note W Notwithstanding any other provision of the County Code, employees employed in this position shall be compensated on a six-step salary range, the sixth step being the fifth step of the salary schedule which is two standard salary schedules above the indicated schedule number. The rate or rates established by this provision constitute a base rate.

Effective April 1, 2006, members of the bargaining unit shall receive a 3% Manpower Shortage Range adjustment as reflected above.

ARTICLE 9 UNIFORMS

Employees covered by this agreement and employed on November 1, 2008, shall be entitled to a lump sum payment of one thousand dollars (\$1000) in lieu of the uniform items previously issued and replaced under the 1979-1981 Memorandum of Understanding. Such payment shall be made between December 1, 2008, and December 15, 2008, by separate payroll warrant.

ARTICLE 11 ACTING CAPACITYSection 1 Definition

Acting capacity is the official assignment to fill a vacant, fully funded and budgeted higher level position by departmental order in the Sheriff's Department or by order of the Chief of the Bureau of Investigation in the District Attorney's Department. Such assignment shall be entered on the departmental personnel records to provide documentation of experience in the higher classification.

For purposes of this Article, if a promotional list is enjoined or appointments stayed for any reason whatsoever, assignment of employees represented by this Unit to an acting capacity by departmental order from such lists shall constitute an official acting capacity assignment.

Such appointment(s) shall in no way change or otherwise modify Civil Service Rules regarding promotions.

Section 2 Bonus

Beginning with the thirty-first (31st) consecutive day of such acting assignment and for each subsequent month until the employee is promoted or returned to an assignment in his/her class, he/she shall receive a bonus, equivalent to one (1) salary schedule, eleven (11) levels, above his/her existing salary schedule. For those employees, who had completed thirty (30) consecutive days on such acting assignment prior to August 1, 1983, the bonus shall be payable effective August 1, 1983.

This bonus shall not constitute a base rate.

Section 3

In the event an "Intent-to-Promote" employee is assigned to an official acting capacity and returned to an assignment within his/her own classification without appointment to the rank of Sergeant (#2717) or Lieutenant (#2719), the provisions of Section 2 of this Article shall apply.

This provision shall apply to employees in the Office of the District Attorney who are assigned to an official acting capacity and are returned to an assignment within his/her own classification without appointment to the rank of Lieutenant, DA (Item No. 2894) and Supervising Investigator, DA (Item No. 2891) on or after January 1, 2001.

COURT TIME FOR EMPLOYEES IN PPOA UNIT 612Section 1 On-Call Subpoena

Pursuant to the procedures established in cooperation with applicable courts, the parties to the PPOA Memorandum of Understanding agree that employees covered by such Memorandum of Understanding, with the exception of the classes of Lieutenant and Lieutenant, DA, who receive an on-call subpoena and remain on-call during off-duty hours for court appearances, shall receive one-half their hourly rate, as defined by the Los Angeles County Code for their classification, for each hour that they are on-call including travel to court as a result of having received a call to appear. However, in no event shall an employee (except the classes of Lieutenant and Lieutenant, DA) who receives an on-call subpoena, which is not canceled prior to the date of the subpoena, be compensated for less than two (2) hours of on-call including travel to court. The on-call status will commence at the time for appearance specified in the subpoena, and will end when the employee is relieved from on-call status by the court or the Liaison Deputy, or upon arrival at the court in response to a call. It is further agreed that employees assigned to an evening or early morning shift, or those on their day off, shall, upon receipt of an on-call subpoena, notify the court liaison officer designated by their unit of their on-call status. Employees in an on-call status shall contact their court liaison officer by noon of the day set for appearance to confirm their status if they have not been contacted earlier. If the employee is on an on-call status at the end of the court day, the court liaison officer shall notify the employee at the end of the court day whether he/she is to remain on-call the following day. Employees receiving an on-call

subpoena shall report to court only when called to appear. Employees who are called to appear in court on an overtime basis shall receive overtime compensation at the rate established for their classification.

Section 2 Must Appear Subpoena

Employees who are required to appear in court during off duty hours as a result of a must appear subpoena shall receive three (3) hours minimum plus actual time in court over two (2) hours (includes travel time and evidence pick-up).

Section 3 DMV Telephonic Hearing

Employees who are subpoenaed for a DMV Telephonic Hearing which is scheduled during the employee's working hours shall utilize a Department telephone to call the DMV at the scheduled time and receive no additional compensation.

Employees who are subpoenaed for a DMV Telephonic Hearing that is scheduled at a time when the employee is off duty shall receive one hour of overtime or actual time spent beyond one hour (whichever is more) for a completed call based on their hourly rate as defined by the Los Angeles County Code for their classification.

Section 4 Increments of Time

Time earned, credited and paid pursuant to Sections 1, 2, and 3 above shall be in increments of 15 minutes.

The above provisions will remain in effect for the term of this contract unless superseded by order of the Board of Supervisors.

ANALYSIS

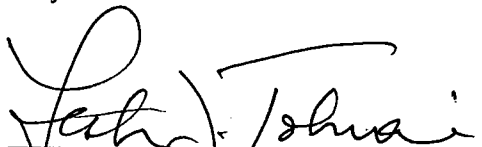
This ordinance amends Title 6 - Salaries, of the Los Angeles County

Code by:

- Amending various sections extending provisions negotiated with Supervisory Peace Officers to certain non-represented peace officer classifications.

RAYMOND G. FORTNER
County Counsel

By



LESTER J. TOLNAI
Principal Deputy County Counsel
Labor & Employment Division

ORDINANCE NO. _____

An ordinance amending Title 6 - Salaries of the Los Angeles County Code, relating to the salaries for certain non-represented peace officers.

The Board of Supervisors of the County of Los Angeles ordains as follows:

SECTION 1. Section 6.08.360 is hereby amended to read as follows:

6.08.360 Special provisions.

The provisions of Chapter 6.10 shall apply to Plan Participants except as modified, deleted or supplemented below. Special rates shall not be included in base Salary for the purpose of calculating pay increases.

. . .

D. Manpower Shortage Ranges. The provisions of Section 6.10.060 shall not apply to Plan Participants; provided, however, that, in addition to all other compensation provided by this Code, the Chief Administrative Officer may adjust the salaries of one or more Plan Participants by up to eleven percent when such an adjustment is necessary to preserve supervisory pay differentials or maintain internal pay equity following adjustments in pay for non-Plan Participants pursuant to Section 6.10.050. Such additional compensation may be discontinued by the Chief Administrative Officer in the same manner and subject to the same terms and conditions as pay under Section 6.10.050 may be discontinued for non-Plan participants.

. . .

SECTION 2. Section 6.28.050 is hereby amended to change the salaries and effective dates for the following classes:

ITEM NO.	TITLE	EFFECTIVE DATE	SALARY OR SALARY SCHEDULE AND LEVEL	
2721	Captain	01/01/2006		110B
		<u>10/01/2006</u>		<u>111G</u>
		<u>04/01/2007</u>	NW	<u>111G</u>
		<u>08/01/2007</u>	NW	<u>112H</u>
		<u>08/01/2008</u>	NW	<u>113J</u>
2723	Commander	01/01/2006		114G
		<u>10/01/2006</u>		<u>116A</u>
		<u>04/01/2007</u>	NW	<u>116A</u>
		<u>08/01/2007</u>	NW	<u>117B</u>
		<u>08/01/2008</u>	NW	<u>118C</u>
2896	Captain, DA	01/01/2006		110K
		<u>10/01/2006</u>		<u>112D</u>
		<u>04/01/2007</u>	NW	<u>112D</u>
		<u>08/01/2007</u>	NW	<u>113E</u>
		<u>08/01/2008</u>	NW	<u>114F</u>
2898	Commander, DA	01/01/2006	N23	R14
		<u>10/01/2006</u>	<u>N23</u>	<u>R14</u>
		<u>08/01/2007</u>	<u>N23</u>	<u>R14</u>
		<u>08/01/2008</u>	<u>N23</u>	<u>R14</u>
9966	Field Deputy, Sheriff (UC)	01/01/2006	N23	R9
		<u>10/01/2006</u>	<u>N23</u>	<u>R9</u>
		<u>08/01/2007</u>	<u>N23</u>	<u>R9</u>
		<u>08/01/2008</u>	<u>N23</u>	<u>R9</u>

ITEM NO.	TITLE	EFFECTIVE DATE	SALARY OR SALARY SCHEDULE AND LEVEL	
9967	Executive Assistant, Sheriff (UC)	01/01/2006		112D
		<u>10/01/2006</u>		<u>113J</u>
		<u>04/01/2007</u>	NW	<u>113J</u>
		<u>08/01/2007</u>	NW	<u>114K</u>
		<u>08/01/2008</u>	NW	<u>115L</u>
9968	Division Chief, Sheriff (UC)	01/01/2006	N23	R16
		<u>10/01/2006</u>	<u>N23</u>	<u>R16</u>
		<u>08/01/2007</u>	<u>N23</u>	<u>R16</u>
		<u>08/01/2008</u>	<u>N23</u>	<u>R16</u>
9969	Assistant Sheriff (UC)	01/01/2006	N23	R17
		<u>10/01/2006</u>	<u>N23</u>	<u>R17</u>
		<u>08/01/2007</u>	<u>N23</u>	<u>R17</u>
		<u>08/01/2008</u>	<u>N23</u>	<u>R17</u>
9970	Undersheriff (UC)	01/01/2006	N23	R18
		<u>10/01/2006</u>	<u>N23</u>	<u>R18</u>
		<u>08/01/2007</u>	<u>N23</u>	<u>R18</u>
		<u>08/01/2008</u>	<u>N23</u>	<u>R18</u>
9977	Detective (UC)	01/01/2006		95K
		<u>10/01/2006</u>		<u>97D</u>
		<u>04/01/2007</u>	NW	<u>97D</u>
		<u>08/01/2007</u>	NW	<u>98E</u>
		<u>08/01/2008</u>	NW	<u>99F</u>
9978	Detective (UC)	01/01/2006	N23	R15
		<u>10/01/2006</u>	<u>N23</u>	<u>R15</u>
		<u>08/01/2007</u>	<u>N23</u>	<u>R15</u>
		<u>08/01/2008</u>	<u>N23</u>	<u>R15</u>
9979	Detective (UC)	01/01/2006	N23	R16
		<u>10/01/2006</u>	<u>N23</u>	<u>R16</u>
		<u>08/01/2007</u>	<u>N23</u>	<u>R16</u>
		<u>08/01/2008</u>	<u>N23</u>	<u>R16</u>
9980	Detective (UC)	01/01/2006	NW	R16
		<u>10/01/2006</u>	<u>NW</u>	<u>R16</u>
		<u>08/01/2007</u>	<u>NW</u>	<u>R16</u>
		<u>08/01/2008</u>	<u>NW</u>	<u>R16</u>

SECTION 3. Section 6.28.050-25 is hereby amended to read as follows:

Section 6.28.050-25 Notes to Section 6.28.050.

. . .

NOTE TW. Notwithstanding any other provision of the County Code or memorandum of understanding, employees employed in this class shall be compensated on a six-step salary range, the sixth step being the fifth step of the salary schedule which is two standard salary schedules above the indicated schedule number. Advancement to the sixth step shall occur only after completion of one year on the fifth step and successful completion of Custody and Patrol training assignments. The rate or rates established by this provision constitute a base rate.

NOTE TX. Notwithstanding any other provision of the County Code or memorandum of understanding, employees employed in this class shall be compensated on a seven-step salary range, the sixth step being the fifth step of the salary schedule which is two standard salary schedules above the indicated schedule number, and the seventh step being the fifth step of the salary schedule which is four standard salary schedules above the indicated schedule number. Advancement to the seventh step shall occur only after completion of one year on the sixth step and successful completion of Custody and Patrol training assignments. The rate or rates established by this provision constitute a base rate.

. . .

SECTION 4. Pursuant to Government Code Section 25123 (f), this ordinance shall take effect immediately. If this ordinance becomes effective after April 1, 2006, it shall be construed and applied as if it were effective and operative on and after April 1, 2006.

[608360PCCAO]